

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Graphic Controls LLC		10/19/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graphic Controls Acquisition Corp.		
<b>Street Address:</b>	400 Exchange Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14204		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3048776	SHARKSKIN	
Registration Number:	2946049	SURE SCAN	
Serial Number:	77928960	GRAPHIC CONTROLS	
Registration Number:	0697835	GC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8144		
<b>Email:</b>	eileen.sullivan@bingham.com		
<b>Correspondent Name:</b>	Eileen Sullivan		
<b>Address Line 1:</b>	Bingham McCutchen LLP		
<b>Address Line 2:</b>	One Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	3048776		

**OP \$115.00 3048776**

NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	10/28/2010
<b>Total Attachments: 7</b> source=Trademark Assignment2#page1.tif source=Trademark Assignment2#page2.tif source=Trademark Assignment2#page3.tif source=Trademark Assignment2#page4.tif source=Trademark Assignment2#page5.tif source=Trademark Assignment2#page6.tif source=Trademark Assignment2#page7.tif	

## TRADEMARK ASSIGNMENT

October 19, 2010

WHEREAS, Graphic Controls LLC, a New York limited liability company (the "Assignor"), has adopted, is using and is the owner of the right, title, interest and goodwill in and to the trademarks identified in Exhibit A attached hereto (the "Marks") and the trademark registrations associated with such Marks (the "Registrations"); and;

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor desires to sell, transfer, assign and set over unto Graphic Controls Acquisition Corp., a Delaware corporation (the "Assignee"), all rights, title and interest of the Assignor in and to the Marks, the Registrations and all goodwill associated therewith;

NOW, THEREFORE, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of its right, title and interest in and to: (i) the Marks, (ii) the Registrations, (iii) the goodwill of the business symbolized by and associated with the Marks and the Registrations thereof, and (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement or dilution of or damage or injury to the Marks or the Registrations thereof or such associated goodwill. The Assignor further agrees to execute all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of the Assignee, as reasonably deemed necessary by the Assignee to perfect in the Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents which accurately set forth the related facts.

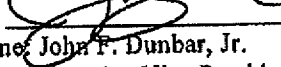
The Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, or other appropriate registration authority, to transfer the Marks and the registration thereof from Assignor to Assignee, its successors and assigns.

This Trademark Assignment, together with that certain Stock and Asset Purchase Agreement, dated as of October 19, 2010, between the Assignor and the Assignee, and the Bill of Sale, dated as of October 19, 2010, between the Assignor and the Assignee, is the entire agreement between the parties with respect to the specific subject matter set forth herein, and supersedes all prior written agreements and understandings, if any, whether written or oral, related to the subject matter set forth herein. This Trademark Assignment shall not be amended except in a written agreement executed by an authorized officer or representative of Assignor and by an authorized officer of Assignee. This Trademark Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Trademark Assignment shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Trademark Assignment may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding agreement. The execution, validity, interpretation and performance of, or the resolution of disputes under this Trademark Assignment shall be governed by the laws of the State of New York, the United States of America, without regard to its principles of conflicts of law.

*[Signature Page Follows]*

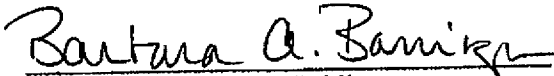
IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as an instrument under seal on this 19<sup>th</sup> day of October, 2010.

GRAPHIC CONTROLS, LLC

By:   
Name: John F. Dunbar, Jr.  
Title: Executive Vice President

STATE OF NEW YORK                     )  
  ) SS.:  
COUNTY OF ERIE                     )

On the 19<sup>th</sup> day of October, in the year 2010 before me, the undersigned, personally appeared JOHN F. DUNBAR, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

Barbara A. Barringer  
Notary Public  
State of New York  
Qualified in Erie County  
My Commission Expires 10/6/2013

[Signature Page to Trademark Assignment Agreement]



EXHIBIT A

MARKS AND REGISTRATIONS

# Trademarks

Trademark	Country	Registered	Number	Date	Graphic Controls LLC	Description
CONTROLES GRAPHIQUES DU CANADA LTEE (and Design)	Canada	Registered	TMA469384	1/22/1997	Graphic Controls LLC	Paper and plastic recording charts in strip, roll, rectangular and circular form; paper packs, rolls and sheets for use in computers, plotter printers, thermal, ink and dielectric printing; special papers for facsimile machines and video recorders, pens and recording ink, ink capsules, hardware for recorder conversion for capillary systems to dielectric paper, medical electrodes, indicators for gases in the atmosphere; and disposable medical products namely, blood pressure transducers and monitoring kits, angiographic PTCA kits, stop-cocks, catheters, syringes, needles, gels, creams, electrode cables, lines for intravenous and other fluids, and flushing devices that isolate a pressurized intravenous bag of saline solution from blood pressure wave form generated in the heart while at the same time allowing a flow of saline solution.
GC GRAPHIC CONTROLS (and Design)	Canada	Registered	353,248	3/17/1989	Graphic Controls LLC	Paper and plastic recording charts in strip, roll, rectangular and circular form; paper packs, rolls and sheets for use in computers, plotter printers, thermal, ink and dielectric printing; special papers for facsimile machines and video recorders; pens and recording ink, ink capsules, hardware for recorder conversion for capillary systems to dielectric paper, medical electrodes, indicators for gases in the atmosphere; and disposable medical products namely, blood pressure transducers and monitoring kits, angiographic PTCA kits, stop-cocks, catheters, syringes, needles, gels, creams, electrode cables, lines for intravenous and other fluids, and flushing devices that isolate a pressurized intravenous bag of saline solution from blood pressure wave form generated in the heart while at the same time allowing a flow of saline solution.
GRAPHIC CONTROLS	Community Trademark	Filed				

Trademark	Country	Status	Registration Number	Effective Date	Expiry Date	Class(es) Goods
GRAPHIC CONTROLS	Canada	Filed Pending				<b>Class 002</b> ink jet fluids for use in ink-jet printers. <b>Class 009</b> High-resolution ink-jet printers; encoded magnetic cards <b>Class 016</b> Recording papers, charts, print ribbons, print wheels, cartridges and pens for us in recording instruments; parts of pens for us in recording instruments, namely, pen arms; Paper for point-of-sale marketing, kiosks, and receipts; Recording charts and pens for use in medical recording instruments; Re-usable printed entertainment tickets. <b>Class 037</b> Cleaning and repair of ink-jet printers
SHARKSKIN	United States	Registered	3048776	1/24/2006		Re-useable printed entertainment tickets.
SURE SCAN	United States	Registered	2946049	5/3/2005		High Resolution Ink for Printing
GRAPHIC CONTROLS	U.S. Federal	Pending	(77928960)	(2/5/2010)		
SURE PRINT	U.S. Federal	Abandoned Intent To Use	(78289574)	(8/20/2003)		
SURE CODE	U.S. Federal	Abandoned	(78289575)	(8/20/2003)		Abandoned after Ex-Parte Appeal
GC	U.S. Federal	Renewed (Registered)	697835	5/17/1960		SECURITY INTEREST from GRAPHIC CONTROLS CORPORATION NEW YORK CORPORATION to CITICORP INDUSTRIAL CREDIT, INC. Recorded: 07-JAN-1987 Reel/Frame: 0548/0652  Assignment of A SECURITY INTEREST from GRAPHIC CONTROLS CORPORATION (NEW YORK CORPORATION) to CITIBANK, N.A. Recorded: 07-JAN-1987, Reel/Frame: 0554/0239.  RELEASE BY SECURED PARTY from CITIBANK, N.A. to GRAPHIC CONTROLS CORPORATION. Recorded: 23-NOV-1992, Reel/Frame: 0909/0459



Trademark	Country	Status	Reg./App. Number	Reg./App. Date	Original Owner Name	Notes
GRAPHIC CONTROLS	Canada	Pending	(148116300)	(5/14/2010)	Graphic Controls LLC	SECURITY INTEREST from GRAPHIC CONTROLS CORPORATION to CITICORP USA, INC. Recorded: 21-SEP-1992, Reel/Frame: 0915/0372.  RELEASE BY SECURED PARTY from CITICORP USA, INC. to GRAPHIC CONTROLS CORPORATION. Recorded: 30-OCT-1995, Reel/Frame: 1407/0646.  Security Agreement from Graphic Controls Corporation to Chemical Bank (Collateral Agent). Recorded 13-OCT-1995, Reel/Frame: 1430/0298
GRAPHIC CONTROLS	Community Trademarks	Application (Pending)	(9104837)	(5/14/2010)	Graphic Controls LLC	SECURITY INTEREST from GRAPHIC CONTROLS CORPORATION (DELAWARE CORPORATION) to CHEMICAL BANK (AS COLLATERAL AGENT). Recorded: 04-APR-1996, Reel/Frame: 1475/0733.  Assignment from GRAPHIC CONTROLS CORPORATION (NEW YORK CORPORATION) to GRAPHIC CONTROLS LLC (NEW YORK LIMITED LIABILITY COMPANY). Recorded: 11-JUN-2004, Reel/Frame: 2873/0614